CITY OF HOUSTON CONVENTION & ENTERTAINMENT FACILITIES DEPARTMENT THEATER DISTRICT CONTRACT PARKING AGREEMENT

CONTRACT CARD #

The City of Houston, a municipal corporation, hereinafter called	d the "City", owns a parking garage facility located in
the City's Theater District Parking Garage. Hereinafter called	ed "Premises" and operated by the Convention and
Entertainment Facilities Department, hereinafter called "Lessor" h	hereby leases to:

Last Name First Name M.I.

Hereinafter called "Lessee", the use of parking space located at the above named "Premises". In consideration for the use of the said parking space, the lessee agrees to pay monthly rental fee set out in Section 12-45 1(d). City of Houston, Code of Ordinances. The amount of that rental fee is as stated in Article I, of this document or unless documented and notified as amended by the City. The payment (as defined in Article III) of this rental fee is due and payable on the 1st day of each month for the Terms of this agreement. (Term of this agreement is defined in article III).

The lessee acknowledges the receipt of the Parking Garage Access Card under the above-referred Contract Card No. (Number), which permits the ingress, and egress of the Premises. In absence of the access card, the lessee will be required to pay the applicable hourly or daily parking fee.

The Lessor acknowledges the receipt of \$_125_ dollars and 00_ cents as the initial Rental Fee upon execution of the agreement.

The Lessor acknowledges the receipt of an additional amount of \$_25.00_ dollars and no cents from the lessee as a Deposit to be held under the above referenced Contract Card Number for a Parking Garage Access Card (PROXIMITY CARD). Refer to Article V for provisions under this Deposit.

A \$25.00 Service Charge will be assessed if checks are returned uncollectable for any reason.

Article I – <u>Rental Fee</u>- As consideration hereof and as payment for the rights and the use of parking space of the said Premises and the Period of Occupancy, the Lessee agrees to pay the Convention and Entertainment Facilities Department the monthly rental fee of \$\frac{125.00}{}_.

Article II – <u>Payment</u> – The lessee agrees to make payment to the Convention and Entertainment Facilities Department, either at the Parking Garage (Premises) on or before the 5th day of every month, or mail in advance, by the 26th of each month.

Payments are for the entire calendar month. RENTS ARE DUE AND PAYABLE REGARDLESS OF WHETHER LESSEE USES THE PARKING SPACE UNLESS CANCELS PARKING AGREEMENT PURSUANT TO ARTICLE III OF THIS AGREEMENT. Denote your Contract Card Number at the time of all payments.

The Lessee agrees to continue the payments of this amount until termination/cancellation (<u>notice of cancellation required 10 days prior to the end of the month</u>) of this agreement or until duly notifies of a change of the stated rental fee. Failure to continue payment places the Lessee in a delinquent status and gives the Lessor the right to prohibit the access of the Lessee onto the premises for the use of the parking space (as outlined in Article IV. Delinquent).

PAYMENT ADDRESS: CITY OF HOUSTON

THEATER DISTRICT PARKING P. O. BOX 61469 HOUSTON, TX 77208

Article III – TERMS – THE TERMS ARE DEFINED AS A CALENDAR MONTH AND CONTINUES IN FORCE FROM MONTH TO MONTH UNTIL CANCELLATION (NOTICE OF CANCELLATION REQUIRED 10 DAYS PRIOR TO THE END OF THE MONTH) BY EITHER PARTY TO THIS AGREEMENT.

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Article IV – <u>DELINQUENT</u> –The Lessee is considered Delinquent if payment of the month rental fee is not received by the Lessor as of the close of business day on the 5th day of the calendar month. When the Lessee has failed to make payment, he or she is referred to as delinquent and the Lessor has the right to deactivate the contract parking garage access card number from the system thereby restricting the lessee access onto the premises until payment is received.

Article V –<u>DEPOSIT</u> – The Lessee shall upon execution of this agreement surrender to the Lessor an amount to be held as a deposit for the Parking Garage Access Card (referred to as PROXIMITY CARD).

Article VI- <u>RULES</u> – The City of Houston Theater District Parking Garage rules prohibits the parking of vehicles in areas designated as RESERVED or TOW AWAY ZONE. Any vehicle parked in said areas will be towed at the Lessee's Expense. Any contract holder driving in a manner as to endanger pedestrians or other drivers may have contract terminated without notice.

Article VII- <u>ALLOCATION OF RISK</u> – All property of every kind which may be placed on said Premises during the term hereof shall be at the sole risk of the Lessee or those claiming under him and the Lessor shall not be liable to Lessee or to any other person whatsoever, for any loss or damage to any property in or upon said Premises. Lessee hereby covenants and agrees to assume all liability for on account of any loss or damage above described and to save the Lessor harmless therefrom.

Article VIII- <u>REMEDIES</u>- If any of the rent shall not be paid as and when the same becomes due and payable of if Lessee does not conform to any provision of this contract, including applicable rules established by the Lessor covering the use of said parking space, the Lessor may, immediately or at any time thereafter, without notice, exercise the right to terminate and end the agreement.

Article IX- NON ASSIGNABILITY- Lessee shall not assign this agreement, nor underlet or sublet the whole or any part of said parking space, or makes alteration thereto without the consent of the Lessor first obtained in writing.

Article X - NO REPRESENTATION – It is understood and agreed that this agreement contains all covenants, stipulations and provision agreed upon by the parties. No agent or other party to this agreement has the authority to alter or change its terms and neither party is bound by any statement or representation not in conformity with this contract. The lessee expressly waives all claims for damages or for cancellation of this agreement because of any representations made by any person whatsoever other than as contained in this agreement.

Executed by signatur	e this	day of _		·
LESSEE SIGNATU	RE			
NAMELast Name	First Name	MI		
MAILING ADDRES	SSStreet	City	State	Zip
Issued by	C &	E Representative	e	

ON-LINE APPLICATION

CITY OF HOUSTON THEATER DISTRICT PARKING GARAGE CUSTOMER INFORMATION FORM

DATE:	CARD #	
PARKER NAME:		
MAILING ADDRESS:		
CITY, STATE, ZIP:		
COMPANY NAME:		
WORK PHONE:		
<u>VEHICLE INFO</u>		
MAKE:		
MODEL:		
COLOR:		
LICENSE PLATE:		

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